

REMARKS

Applicant respectfully requests reconsideration of the present application in view of the foregoing amendments and in view of the reasons that follow.

This amendment adds, changes and/or deletes claims in this application. A detailed listing of all claims that are, or were, in the application, irrespective of whether the claim(s) remain under examination in the application, is presented, with an appropriate defined status identifier.

Claims 1, 7 and 13 have been amended. New claims 19-33 have been added. Accordingly, claims 1-33 are now pending in the present application. Note that the word “set” has been used in some of the claims. The term is intended to be interpreted as one or more.

The claims have been rejected under 35 USC 112 and 101. Appropriate amendments have been made to obviate these rejections.

Claims 1-18 were rejected under 35 USC 102 as being anticipated by Duffy et al. ‘610. This rejection is respectfully traversed to the extent that it is applied to the claims as amended.

Duffy et al. relates to a system for managing specifications for contracts and disclosed the use of contract templates at various paragraphs including paragraph 189. However, there is no disclosure of a method for handling contracts in a supply chain management framework, comprising: an independent supply chain manager negotiating master contract parameters for orders between a plurality of independent suppliers and independent distributors and including assigning independent distributor - independent supplier relationships; the independent supply chain manager assigning one of the independent distributors for each of a plurality of stores; electronically receiving sales information from the plurality of stores of a supply chain utilizing a network, the sales information comprising amounts of goods sold by the stores; generating an electronic order form to one of the independent distributors based on the sales information for placing an order with the distributor; selecting one of a plurality of contract templates for a supplier – distributor order; electronically populating a plurality of

fields in the selected contract template with the pre-negotiated contract parameters to obtain a draft contract; transmitting the selected draft contract to one of the independent suppliers and one of the independent distributors; receiving data from the independent supplier and independent distributor utilizing a network where the data was generated independently of the network, the data relating to the sale of products between the supplier and distributor in accordance with a contract resulting from the draft contract; selecting at least one contract term from the contract and comparing that contract term to the received data; generating a communication if there is a discrepancy between the at least one contract term and the received data; and maintaining an electronic database of the details of the sales information, substantially all electronic orders to distributors, master contract parameters for orders between suppliers and distributors, and the data for contracts between suppliers and distributors. Note in particular the aspect of the independent supply chain manager negotiating parameter of the contracts between the suppliers and distributors including assigning distributors to suppliers. See applicants' specification at pages 28-29, 33, 81, 93-95, 98, 101, 182, 213, 248, 251, 279, 280, and 281.

In essence, Duffy et al. does not relate to or suggest a comprehensive supply chain management system wherein the central player is the independent supply chain manager who is involved in the contractual relationships both between suppliers and distributors and between distributors and stores. Accordingly, the claims 1-18 are allowable at least for this reason. Additionally, claims 19-33 have been added to the case to further protect applicants' invention. These claims relate to various more detailed aspects of enforcing the independent supply chain manager assignment of distributors and suppliers, the timing of distribution orders, the amount of distribution orders, minimum volumes, and enforcing exclusive distributor-store assignments.. The cited prior art does not disclose these features.

The examiner has also requested information on the RSI/Link system referenced in a "A Whopping Inventory Task" article and the article "Burger King Orders AT&T Mail Service." The RSI/Link system from 1994-2002 was a one-way system wherein RSI received sales and inventory data from the suppliers and distributors that serviced Burger King restaurants on a monthly or longer basis. RSI did not communicate back to the supply and distribution companies electronically, except to indicate a transmission error. Note that

there was no receipt of POS data from individual stores. There were no automated operations or electronic ordering during this period at RSI. However, an independent supply chain manager at RSI did manually negotiate contracts between the supply chain participants.


Applicant believes that the present application is now in condition for allowance. Favorable reconsideration of the application as amended is respectfully requested.

The Examiner is invited to contact the undersigned by telephone if it is felt that a telephone interview would advance the prosecution of the present application.

The Commissioner is hereby authorized to charge any additional fees which may be required regarding this application under 37 C.F.R. §§ 1.16-1.17, or credit any overpayment, to Deposit Account No. 19-0741. Should no proper payment be enclosed herewith, as by a check being in the wrong amount, unsigned, post-dated, otherwise improper or informal or even entirely missing, the Commissioner is authorized to charge the unpaid amount to Deposit Account No. 19-0741. If any extensions of time are needed for timely acceptance of papers submitted herewith, Applicant hereby petitions for such extension under 37 C.F.R. §1.136 and authorizes payment of any such extensions fees to Deposit Account No. 19-0741.

Respectfully submitted,

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